

## LET'S PLAY EVERYWHERE LA CHALLENGE: WINNER GRANT AGREEMENT

The Let's Play Everywhere: Los Angeles ("Challenge") is a call for ideas organized by KaBOOM!, Inc., a District of Columbia nonprofit corporation ("KaBOOM!") designed to help uncover the best replicable, scalable innovations in city redevelopment and design that will make play easy, available and fun for all kids and families. It is an opportunity to reimagine what and where a play space is and can be.

Dr Pepper Snapple Group Inc. has funded the Challenge to grant \$\_\_\_\_\_.00 (the "Grant Amount" as indicated in Congratulatory Email) to

\_\_\_\_\_ (the "Grant Recipient") under the KaBOOM! Let's Play Everywhere LA Challenge program pursuant to the terms outlined below (the "Agreement"), dated as of September 15, 2017 (the "Effective Date").

Prize funds can only be paid to qualifying entities that are registered United States 501(c)(3) public charities, government agencies, schools, and tribal entities. If the Challenge Winner is not a qualifying entity, please list the approved Fiscal Sponsor below:

The Grant Recipient has partnered with

\_\_\_\_\_ (the "Fiscal Sponsor") to be able to receive these funds at the time of grant.

As a condition of receiving the Grant, the Grant Recipient and Fiscal Sponsor collectively, agree to the following:

### 1. USE OF FUNDS

a. The Grant Recipient will use the Grant to support the specific project described in the Application (the "Purpose"). The Grant Recipients, through the fiscal sponsor shall, within 30 days after written notice from KaBOOM!, remit any portion of the Grant that KaBOOM!, in its sole discretion, has determined was used in violation of the Agreement, including but not limited to the parameters below, or was not used for the Purpose; provided, that prior to any such remittance by Grant Recipients, KaBOOM! may, in its sole discretion, provide Grant Recipients with a reasonable opportunity to cure the purported violation.

Grant Recipients may not use any portion of the Grant for any of the following: to operate itself in any manner which is not exclusively related to the Purpose; for unreasonable administrative expenses or for other excessive expenses; to engage in any illegal, fraudulent or morally reprehensible (as determined in KaBOOM!'s and its supporting sponsors' sole discretion) behavior.

b. The Grant Recipient undertakes the project supported by the Grant funds on its own behalf and not on behalf of KaBOOM! or Dr Pepper Snapple Group, and the Grant shall in no way be construed as creating the relationship of principal and agent, of partnership or of joint venture as between KaBOOM! or Dr Pepper Snapple Group and the Grant Recipient or any other person involved in the project. By accepting the grant, the Grant Recipient acknowledges that neither KaBOOM! or Dr Pepper Snapple Group nor their affiliates, and their officers, directors, employees or agents shall be liable for any acts,

omissions, errors, injuries or damages, whether direct, indirect, incidental or consequential, associated with the use of the grant funds or the Grant Recipients sponsored project.

## 2. THE TERM OF THE GRANT

a. The term of the Grant (the “Initial Term”) commences on September 15, 2017 and continues through May 30, 2018. In the event that any unused portion of the Grant exists at the end of the Initial Term, the Grant Recipient must notify KaBOOM! in writing within 30 days of the end of the Initial Term to request a 90-day extension on the same terms and conditions as the Agreement (the “Extension”). Except as set forth in this Section 2(a), promptly upon written notice from KaBOOM!, the Grant Recipient through the Fiscal Sponsor shall return any unused portion of the Grant at the end of the Initial Term or the Extension, if applicable.

b. If the Agreement is not signed by the Grant Recipient and Fiscal Sponsor and evidence of liability as required in Clause 10 below and returned to KaBOOM! within 10 days of receipt by the Grant Recipients, the Agreement will be deemed null and void.

c. The Grant Recipient is and shall remain in full compliance and agree to be bound by the terms of The Let’s Play Everywhere LA Challenge Official Rules and Conditions.

## 3. PAYMENT OF THE GRANT

a. Subject to the conditions set forth herein, KaBOOM! will pay the Grant Recipient through the Fiscal Sponsor in one (1) installment of \$\_\_\_\_\_.00 (the “Grant Amount” as indicated in Congratulatory Email) within 15 days after receiving a fully executed copy of the Agreement signed by an authorized person of the board/staff of the Grant Recipient and Fiscal Sponsor to accept the Grant on the terms and conditions set forth herein.

## 4. TAX STATUS

The Grant Recipient has partnered with a Fiscal Sponsor and confirms that, under the United States Internal Revenue Code of 1986, the Fiscal Sponsor is exempt from federal income tax under section 501(c)(3) or is a school, municipality, or tribal entity. The Grant Recipient agrees to advise KaBOOM! immediately if there is any change in the Fiscal Sponsor’s status during the Initial Term or the Extension, as applicable.

## 5. FINAL REPORT

The Grant Recipient agrees to provide a final report to KaBOOM! no later than 30 days from the installation or event date, describing the goals achieved to date, and the actual expenditures reported as of the date of the report against the approved line item budget.

## 6. RIGHT TO EVALUATION

KaBOOM! has the right to evaluate the Grant Recipients project through the services of an evaluation agency (the “Evaluation Agency”) during the Initial Term or the Extension, if applicable, at no

extra cost to the Grant Recipients. The Evaluation Agency shall provide reasonable notice to the Grant Recipient of any proposed evaluation and its evaluation activities will not unreasonably interfere with Grant Recipients normal operation of business. The Grant Recipient shall afford to the Evaluation Agency reasonable access, during normal business hours, to all of its properties, books, and records, and all other information concerning the Grant Recipients business, properties and personnel as the Evaluation Agency may reasonably request. However, in no event will the Grant Recipient be required to furnish the Evaluation Agency with any confidential documents or information.

## 7. GRANT ANNOUNCEMENTS; PUBLIC REPORTS AND USE OF KaBOOM! NAME AND LOGO

KaBOOM! and Dr Pepper Snapple Group may include information about the Challenge and the Grant Recipient in its periodic reports and may make information about the Challenge and the Grant Recipient public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. KaBOOM! and the Grant Recipient agrees that the Grant Recipient may include the KaBOOM! name on lists of the Grant Recipients funders, contributors and/or supporters (the "Grant Recipients Lists"), and that in each instance in which the Grant Recipients discloses the KaBOOM! name, it shall refer to KaBOOM! as "KaBOOM!," and not by any other name or variation of that name. The Grant Recipient Contributor Lists may include information about the amount of the Grant, and the goals of the Challenge. Grant Recipients shall not use the KaBOOM! name, logo, trademark or otherwise refer KaBOOM! in any capacity without the prior written consent of KaBOOM!, as applicable. Notwithstanding anything to the contrary contained in this Section 7, any announcements or public reports about the Challenge by Grant Recipient, other than announcements or public reports published online.

## 8. FUNDER RECOGNITION

Grant Recipient shall provide temporary site banners that include the Dr Pepper Snapple Group and/or Let's Play logo for display (subject to local restrictions) on a temporary basis. If the Grant Recipient wants permanent site signage recognizing project funders, then, at Dr Pepper Snapple Group's option and subject to local restrictions, KaBOOM! will facilitate Dr Pepper Snapple Groups and/or Let's Play logo inclusion on such permanent site signage.

Grant Recipient will recognize KaBOOM! and Dr Pepper Snapple Group and Let's Play name and logo in any media announcements issued by the grantee concerning the Grant-sponsored playspace project. KaBOOM! shall provide grantees with a template grant announcement at the time of the grant; and Dr Pepper Snapple Group shall have the option, at Dr Pepper Snapple Group's sole expense, to provide DPS signage and the right for a Dr Pepper Snapple Group representative to participate in ribbon-cutting events where possible and when appropriate.

## 9. REQUESTS FROM KaBOOM!

KaBOOM! and Dr Pepper Snapple Group may also from time to time request site visits of Grant Recipients operations, with appropriate lead-time and planning. The intent of such visits will be to view

the progress of the project. Except as otherwise provided in this Agreement, permitting such site visits is neither mandatory nor a condition of the Grant.

#### 10. LIABILITY INSURANCE

The Grant Recipient provides evidence otherwise represent and warrant to KaBOOM! that they are a self-insured entity or hold commercial general liability insurance with coverage in an amount not less than one million dollars (\$1,000,000) per occurrence during the Initial Term and the Extension, if applicable.

#### 11. WARRANTY AND INDEMNITY

Grant Recipients warrant that their Applications are their original work and, as such, the Grant Recipient is the sole and exclusive owner and rights holder of the submitted Application and that it has the right to submit the Application in the Challenge and grant all required licenses. Each Grant Recipient agrees not to submit any Application that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) is confidential or proprietary information; or (3) otherwise violates the applicable state, federal or local law. By accepting the Grant, the Grantee acknowledges that neither KaBOOM! nor DPS nor their respective subsidiaries and affiliates, and their officers, directors, employees or agents shall be liable for any acts, omissions, injuries, errors or damages, whether direct, indirect, incidental or consequential, associated with the use of the Grant funds. The Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless KaBOOM!, DPS and its subsidiaries, and their respective officers, directors, employees and agents, from and against any and all claims, liabilities, losses, damages (including incidental, consequential, special and punitive damages) and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of the Grantee, its employees, or agents, in applying for or accepting the Grant, in expending or applying funds furnished pursuant to the Grant or in carrying out the Grant sponsored project, except to the extent that such claims, liabilities, losses, damages or expenses arise from or in connection with any willful misconduct of KaBOOM!, DPS, their respective subsidiaries and affiliates, and their respective officers, directors, employees or agents.

#### 12. MISCELLANEOUS

The Agreement constitutes the entire agreement between KaBOOM!, and the Grant Recipient and supersedes any prior oral or written agreements or communications between the parties regarding the subject matter herein. The Agreement may not be amended, modified or supplemented in any manner, except by a written amendment hereto signed by an authorized signatory of both parties. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof; any such waiver shall be valid only if set forth in writing by such party. All notices and other communications hereunder shall be in writing and delivered to the addresses set forth on the signature pages. The Agreement and all disputes or controversies arising out of or relating to the Agreement or contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the

District of Columbia. Neither the Agreement nor any of the rights, interests or obligations thereunder, may be assigned, in whole or part, by operation of law or otherwise, by either party without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will be binding upon the parties and their respective successors and assigns. If any provision or portion of any provision of the Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof. The Agreement may be executed in counterparts, including by facsimile or PDF (which shall constitute an original), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, KaBOOM!, the Grant Recipient, and Fiscal Sponsor have caused this Agreement to be executed as of the date first written above by their authorized signatories.

Please return a signed copy of this Grant Letter electronically to [playeverywhere@kaboom.org](mailto:playeverywhere@kaboom.org)

**Grant Recipient:**

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Let's Play Everywhere LA Project Title

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Project Lead Name

Project Lead Signature

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Phone Number

E-mail Address

**Fiscal Sponsor:**

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Authorized Signature for Challenge Grantee

Date

Printed Name

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Name of Challenge Grantee Organization

Authorized Signatory Job Title

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Phone Number

E-mail Address

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Mailing Address

City

State

Zip

---

Federal Tax ID # (9 Digit EIN)

Non-profit Status (e.g.501(c)(3))

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KaBOOM! CFO

Date

George T. Megas

KaBOOM! 4301 Connecticut Ave. NW Suite ML-1 Washington DC 20008